

# CONTRACT COMPLETION STATEMENT

(b) (6)

1. FROM: (Contract Administration Office )

OFFICE OF NAVAL RESEARCH  
CHICAGO REGIONAL OFFICE  
FEDERAL BUILDING, RM 208  
536 S. CLARK STREET  
CHICAGO, ILLINOIS 60605-1588

2a. PII NUMBER

N00014-89-J-1864

2b. Last Modification Number

P00003

2c. Call/Order Number

3 To: (Name and Address of Purchasing Office and Office Symbol, if Known

Defense Finance and Accounting Services  
Cleveland Center, 1931 Crystal Mall  
Bldg. 3, Code BJE  
Arlington, VA 22240-5280

4. Contractor Identity, Code and address

Purdue Res. Foundation  
West Lafayette, IN 47907

5. EXCESS FUNDS ( ) YES ( x ) NO

\$ -0-

6.a IF FINAL PAYMENT HAS BEEN MADE, COMPLETE  
Items 6.b., and 6.c.

6.b. VOUCHER NUMBER

6.c. DATE

7.a IF FINAL APPROVED INVOICE FORWARDED TO D.O.  
OF ANOTHER ACTIVITY AND STATUS OF PAYMENT  
IS UNKNOWN, COMPLETE ITEMS 7.b., AND 7.c.

7.b INVOICE NUMBER

7.c. DATE FORWARDED

8. REMARKS

1. Enclosed for your information is the Contractor's Final Financial Status Report (SF 269) along with other relevant closeout documents.

2. \$305,000.00 Obligated Amount  
\$305,000.00 Allowable Costs  
-0- Excess Funds

9. a. ALL ADMINISTRATION OFFICE ACTIONS REQUIRED HAVE BEEN FULLY AND SATISFACTORILY ACCOMPLISHED. THIS INCLUDES FINAL SETTLEMENT IN THE CASE OF A PRICE REVISION CONTRACT.

9. b. TYPED NAME OF RESPONSIBLE OFFICIAL

JOHN J. MUMMA

ADMINISTRATIVE CONTRACTING OFFICER

9.c. SIGNATURE

(b) (6)

9.d. DATE

November 17, 1994

## FOR PURCHASING OFFICE USE ONLY

10.a. ALL PURCHASING OFFICE ACTIONS REQUIRED HAVE BEEN FULLY AND SATISFACTORILY ACCOMPLISHED. CONTRACT FILE OF THIS OFFICE IS HEREBY CLOSED AS OF :

[ ] DATE SHOWN IN ITEM 9.d above.

[ ] DATE SHOWN IN ITEM 10.e below. (check this box only if final completion of any significant purchasing office actions extends more than three months beyond close-out date shown in item 9.d. above. In such cases, submit a copy of the completed form upon final accomplishment all purchasing office actions to the contract administration office. (Upon receipt, the contract administration office shall extend its contract file close-out date accordingly.))

10.b REMARKS

Copy to:  
ONR (Code 21)

10c. TYPED NAME OF RESPONSIBLE OFFICIAL

10.d SIGNATURE

10.c. DATE

DEPARTMENT OF THE NAVY  
OFFICE OF THE CHIEF OF NAVAL RESEARCH  
800 NORTH QUINCY STREET, CODE 1513:KLH  
ARLINGTON, VIRGINIA 22217-5000

GRANT NO: N00014-89-J-1864  
MODIFICATION NO: P00003  
R&T PROJECT: 414f004---09  
S.O. CODE: 1114SS  
DISBURSING CODE: N00179  
AGO CODE: N62880  
CAGE CODE: 4B877  
P.I.: Michael R. Melloch

RESEARCH GRANT

GRANTEE: Purdue Research Foundation  
Division of Sponsored Programs  
Hovde Hall, Third Floor  
West Lafayette, IN 47907

APPROPRIATION: AC 1711319.W1AE  
Object Class: 000  
Unit Ident Code: RA414  
Suballotment: 0  
Auth. Acct. No: 068342  
Transaction Type: 2B  
Prop. Acct. Act.: 000000  
Cost Code: 021020000100  
Amount: \$97,500.00  
FRC: 4145

R&T Project Code: 414f004---09, Dated: 12 DEC 1990

TOTAL AMOUNT OF GRANT: \$305,000.00

AUTHORITY: 10 U.S.C. 2358 as amended, and 31 U.S.C. 6304.

GRANT SCHEDULE CONTRACT REVIEWED FOR FISCAL  
DATA AND SIGNATURES BY (b) (6) 2-7-91  
for COMPTROLLER, ONR

The purpose of this Modification is to provide an increment of funding under Grant N00014-89-J-1864.

Effective as of the date of this Modification:

1. The funds available under this Grant are increased by the amount set forth above.
2. The paragraph entitled "INCREMENTALLY FUNDED GRANTS" is deleted in its entirety.

3. Attachment Number 1 (Payment Schedule) is revised to add the following Payments:

## ATTACHMENT NUMBER 1

## Payment Schedule

<u>NUMBER OF PAYMENT</u>	<u>AMOUNT</u>	<u>PAYABLE DATE</u>
9	\$32,500.00	01 JAN 1991
10	\$32,500.00	01 MAY 1991
11	\$32,500.00	01 SEP 1991

All other terms and conditions of this Grant remain unchanged.

UNITED STATES OF AMERICA  
Office of the Chief of Naval Research

by

(b) (6)

PHILIP A. HARLESS  
GRANTS OFFICER

Date 04 FEB 1990

DEPARTMENT OF THE NAVY  
OFFICE OF NAVAL RESEARCH  
ATTN: CODE 1513:JMG  
800 NORTH QUINCY STREET  
ARLINGTON, VIRGINIA 22217-5000

GRANT NO: N00014-89-J-1864  
MODIFICATION NO: P00002  
R&T PROJ: 414f004---08  
ACO CODE: N62880  
ONR CODE: 1114SS  
CAGE CODE: 4B877

#### RESEARCH GRANT

GRANTER: Purdue Research Foundation  
Division of Sponsored Programs  
Hovde Hall, Third Floor  
West Lafayette, IN 47907

APPROPRIATION: AC 1711319.W1AE  
Object Class: 000  
Unit Ident Code: RA414  
Suballotment: 0  
Auth.Acct.No: 068342  
Transaction Type: 2B  
Prop.Acct.Act.: 000000  
Cost Code: 021020000100 \$32,500.00  
R&T Project Code: 4114f004---08 FRC: 4145  
dtd 90AUG16

TOTAL GRANT AMOUNT: \$305,000.00

AUTHORITY: 10 U.S.C. 2358 AS AMENDED, AND 31 USC 6304.

The purpose of this Modification is to provide an increment of funding under Grant N00014-89-J-1864. Effective as of the date of this Modification:

1. The funds available for performance of the work hereunder are increased by the amount set forth above.

2. Paragraph 9 entitled "INCREMENTALLY FUNDED GRANTS" is revised to read as follows:

"9. INCREMENTALLY FUNDED GRANTS: This Grant is incrementally funded. The total amount of this Grant is \$305,000.00. The amount currently available for payment is \$207,500.00, which covers the period 01 FEB 1989 through 31 DEC 1990. The Government's obligation for the difference of (\$97,500.00), is contingent upon the availability of funds. Accordingly, no legal liability on the part of the Government for payment of this difference shall exist unless and until funds are made available to the Grantee by an amendment to the Grant."

CONTRACT REVIEWED FOR FISCAL  
DATA AND SIGNATURES BY (b) (6)  
for COMPTROLLER, ONR

10-23-90

GRANT NUMBER: N00014-89-J-1864  
MODIFICATION NO: P00002

3. Attachment Number 1 (Payment Schedule) is revised to add the following payments:

ATTACHMENT NUMBER 1

Payment Schedule

NUMBER OF PAYMENT	AMOUNT	PAYABLE DATE
7	\$32,500.00	01 NOV 1990

All other provisions of this Grant remain unchanged.

UNITED STATES OF AMERICA  
FOR THE OFFICE OF NAVAL RESEARCH

BY: (b) (6) MARK J. KURZIUS  
Grants Officer  
(GRANTS OFFICER)

18 OCT 1990

(DATE)

DEPARTMENT OF THE NAVY  
OFFICE OF NAVAL RESEARCH  
ATTN: CODE 1513:JMG  
800 NORTH QUINCY STREET  
ARLINGTON, VIRGINIA 22217-5000

GRANT NO: N00014-89-J-1864  
MODIFICATION NO: P00001  
R&T PROJ: 414f004---07  
ACO CODE: N62880 ONR CODE: 1114SS  
CAGE CODE: 4B877

RESEARCH GRANT

GRANTEE: Purdue Research Foundation  
Division of Sponsored Programs  
Hovda Hall, Third Floor  
West Lafayette, IN 47907

APPROPRIATION: AB 1701319.WIAE  
Object Class: 000  
Unit Ident Code: RA414  
Suballotment: 0  
Auth.Acct.No: 068342  
Transaction Type: 2B  
Prop.Acct.Act.: 000000  
Cost Code: 021020000100  
Amount: \$110,000.00  
R&T Project Code: 414f004---07, dtd 09-13-89  
FRC: 4135

TOTAL GRANT AMOUNT: \$305,000.00

CONTRACT REVIEWED FOR FISCAL  
DATA AND SIGNATURES BY 11-27-89  
for COMPTROLLER, ONR

(b) (6)

AUTHORITY: 10 U.S.C. 2358 AS AMENDED, AND 31 USC 6304.

The purpose of this Modification is to provide an increment of funding under Grant N00014-89-J-1864. Effective as of the date of this Modification:

1. The funds available for performance of the work hereunder are increased by the amount set forth above.

2. Paragraph 9 entitled "INCREMENTALLY FUNDED GRANTS" is revised to read as follows:

"9. INCREMENTALLY FUNDED GRANTS: This Grant is incrementally funded. The total amount of this Grant is \$305,000.00. The amount currently available for payment is \$175,000.00, which amount covers the period 01 February 1989 through 31 October 1990. The Government's obligation for the difference of (\$130,000.00), is contingent upon the availability of funds. Accordingly, no legal liability on the part of the Government for payment of this difference shall exist unless and until funds are made available to the Grantee by an amendment to the Grant."

GRANT NUMBER: N00014-89-J-1864  
MODIFICATION NO: P00001

3. Attachment Number 1 (Payment Schedule) is revised to add the following payments:

ATTACHMENT NUMBER 1

Payment Schedule

<u>NUMBER OF PAYMENT</u>	<u>AMOUNT</u>	<u>PAYABLE DATE</u>
3	\$27,500.00	01 NOV 1989
4	\$27,500.00	01 FEB 1990
5	\$27,500.00	01 MAY 1990
6	\$27,500.00	01 AUG 1990

All other provisions of this Grant remain unchanged.

UNITED STATES OF AMERICA  
FOR THE OFFICE OF NAVAL RESEARCH

BY: \_\_\_\_\_

(b) (6)

(GRANTS OFFICER)

20 November 1989

(DATE)

DEPARTMENT OF THE NAVY  
OFFICE OF THE CHIEF OF NAVAL RESEARCH  
800 NORTH QUINCY STREET, CODE 1513:BSM  
ARLINGTON, VIRGINIA 22217-5000

GRANT NO: N00014-89-J-1864

R&T PROJECT: 414f004---06  
S.O. CODE: 1114SS  
DISBURSING CODE: N00179  
AGO CODE: N62880  
CAGE CODE: 4B877

RESEARCH GRANT

GRANTEE: Purdue Research Foundation  
Division of Sponsored Programs  
Hovde Hall, Third Floor  
West Lafayette, IN 47907

APPROPRIATION: AA 1791319.W1AE  
Object Class: 000  
Unit Ident Code: RA414  
Suballotment: 0  
Auth. Acct. No: 068342  
Transaction Type: 2B  
Prop. Acct. Act.: 000000  
Cost Code: 021020000100  
Amount: \$65,000.00  
FRC: 4145

R&T Project Code: 414f004---06, Dated: 09 NOV 1988

TOTAL AMOUNT OF GRANT: \$305,000.00

AUTHORITY: 10 U.S.C. 2358 as amended, and 31 U.S.C. 6304.

GRANT SCHEDULE

1. GRANT PURPOSE: The Purpose of this Grant is to support research on GaAs Gate Dynamic Memory Technology.

The research shall be in accordance with Grantee's proposal dated 25 OCT 1988 as revised 22 MAR 1989 and 10 APR 1989 entitled, "GaAs Gate Dynamic Memory Technology", incorporated herein by reference.

2. PERIOD: The Grant is for the period 01 FEB 1989 through 31 DEC 1991.

3. TERMS AND CONDITION: This Grant is subject to the General Terms and Conditions set forth in the attached Exhibit A entitled, "Office of the Chief of Naval Research Grant General Terms and Conditions", dated AUG 1988; and to any special terms and conditions contained in this Grant schedule.

4. PRINCIPAL INVESTIGATOR: The Principal Investigator, Professor Michael R. Melloch shall be continuously responsible for the research project.

5. SCIENTIFIC OFFICER: The Scientific Officer representing the United



States Government is Max N. Yoder, Code 1114SS, Office of the Chief of Naval Research, 800 North Quincy Street, Arlington, Virginia 22217-5000. (202) 696-4218

6. ADMINISTRATIVE GRANTS OFFICER: The Administrative Grants Officer for this Grant is:

Office of Naval Research  
Resident Representative N62880  
Administrative Contracting Officer  
536 South Clark Street  
Chicago, IL 60605-1588

7. PAYMENTS: Upon acceptance of the terms and conditions of this Grant, the Grantee may submit a request for reimbursement (SF 270) in sextuplicate to the Administrative Grants Officer (AGO) for the initial payment as set forth on Attachment No. 1, Payment Schedule. This initial payment is expected to cover work during the first quarter of the first year of the Grant (and any preaward costs if applicable).

Subsequent payments will be initiated upon receipt by the AGO of the Grantee's SF 270 in accordance with the Payment Schedule on Attachment No. 1. The AGO may adjust the amounts or dates of the payments based on data contained on the Grantee's SF 270 submissions or additional information provided by the Grantee.

8. REPORTS AND REPORTS DISTRIBUTION: Reports shall be furnished as specified in Attachment Number 2, entitled, "Reports, and Reports Distribution", of this Grant.

9. INCREMENTALLY FUNDED GRANTS: This Grant is incrementally funded. The total amount of this Grant is \$305,000.00. The amount currently available for payment is \$65,000.00, which amount covers the period 01 FEB 1989 through 31 OCT 1989. The Government's obligation for the difference of (\$240,000.00), is contingent upon the availability of funds. Accordingly, no legal liability on the part of the Government for payment of this difference shall exist unless and until funds are made available to the Grantee by an amendment to the Grant.

CONTRACT REVIEWED FOR FISCAL

DATA AND SIGNATURES BY 4/26/89 (b) (6)  
for COMPTROLLER, ONR

UNITED STATES OF AMERICA  
Office of the Chief of Naval Research

by (b) (6)  
Grants Officer

Date 24 APR 1989

ATTACHMENT NUMBER 1Payment Schedule

<u>NUMBER OF PAYMENT</u>	<u>AMOUNT</u>	<u>PAYABLE DATE</u>
Initial	\$32,500.00	Upon Acceptance
2	\$32,500.00	01 AUG 1989

ATTACHMENT NUMBER 2REPORTS, AND REPORTS DISTRIBUTIONREPORT TYPES

- (a) Performance (Technical) Report(s) (Include letter report(s))  
Frequency: Semiannual
- (b) Final Technical Report, issued at completion of Grant.
- (c) Final Financial Status Report (SF 269)

REPORT DISTRIBUTION

<u>ADDRESSEES</u>	<u>REPORT TYPES</u>	<u>NUMBER OF COPIES</u>
Scientific Officer Code: 1114SS Max N. Yoder Office of Naval Research 800 North Quincy Street Arlington, Virginia 22217-5000	(a) & (b)	3
Administrative Grants Officer Office of Naval Research Resident Representative N62880 Administrative Contracting Officer 536 South Clark Street Chicago, IL 60605-1588	(a) & (b) & (c)	1
Director, Naval Research Laboratory Attn: Code 2627 Washington, DC 20375	(a) & (b)	1
Defense Technical Information Center Building 5, Cameron Station Alexandria, Virginia 22314	(a) & (b)	12

If the Scientific Officer directs, the Grantee shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Scientific Officer. The supplemental distribution list shall not exceed 250 addresses.

## EXHIBIT A

### OFFICE OF THE CHIEF OF NAVAL RESEARCH GRANT GENERAL TERMS AND CONDITIONS FOR EDUCATIONAL INSTITUTIONS, NONPROFIT ORGANIZATIONS, AND STATE AND LOCAL GOVERNMENTS

#### ARTICLE

1. Federal Requirements
2. Order of Precedence
3. Administration and Cost Principles
4. Research Responsibilities
5. Amendment of Grant
6. Prior Approvals
7. Principal Investigator
8. Restrictions on Printing
9. Publications
10. Acknowledgement of Sponsorship
11. Grantee-Acquired Property
12. Patent Rights
13. Rights in Technical Data and Computer Software
14. Human Subjects
15. Animal Welfare
16. Research Involving Recombinant DNA Molecules
17. Foreign Travel Approval
18. Activities Abroad
19. Civil Rights Act
20. Clean Air and Water
21. U.S. Flag Carriers
22. Security
23. Officials Not to Benefit
24. Subawards and Contracts/Subcontracts

## 1. Federal Requirements

This Grant is subject to the laws and regulations of the United States. If any statute expressly prescribes policies or specific requirements that differ from the requirements, standards, provisions, or terms and conditions of this Grant, the provisions of the statute shall govern.

## 2. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:

1. The Grant Schedule
2. Terms and Conditions in Exhibit A of this Grant

## 3. Administration and Cost Principles

Applicable to this Grant, and incorporated herein by reference, are the requirements, standards, and provisions of the appropriate OMB Circulars and attachments thereto, as revised as of the effective date of this Grant, listed below. For purposes of this paragraph, the term "appropriate" is determined by the organizational nature of the Grantee (educational institution, nonprofit organization, state or local government).

- (a) A-110, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations".
- (b) A-21, "Cost Principles for Educational Institutions"
- (c) A-122, "Cost Principles for Nonprofit Organizations"
- (d) A-87, "Cost Principles for State and Local Governments"
- (e) A-102, "Uniform Administrative Requirements for Grants in-Aid to State and Local Governments"
- (f) A-88, "Indirect Cost Rates, Audit, and Audit Follow-up at Educational Institutions"

## 4. Research Responsibility

The Grantee has full responsibility for the conduct of the research activity supported by this Grant, in accordance with the Grantee's proposal, and the terms and conditions specified in this Grant.

Grantees are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads which may appear during the development of the research. However, they must consult the Scientific Officer through the Administrative Grants Officer before significantly deviating from the objectives or overall program of the research originally proposed.

## 5. Amendment of Grant

The only method by which this Grant can be amended is by a formal, written amendment signed by either the Grants Officer or the Administrative Grants Officer. No other communications, whether oral or in writing, are valid.

## 6. Prior Approvals (Universities only)

The provisions of this Article are applicable to universities only.

a. All prior approvals required by OMB Circulars A-21 and A-110 are waived hereby except for the following:

(1) Change of scope or objectives as required by Article 4 of the Terms and Conditions entitled, "Research Responsibility".

(2) Change of key personnel as required by Article 7 of the Terms and Conditions entitled, "Principal Investigator".

(3) Foreign travel as required by Article 17 of the Terms and Conditions entitled, "Foreign Travel Approval".

(4) Extension of the expiration period of this Grant.

### b. Preaward Costs

(1) Grantees may incur preaward costs of up to ninety (90) days prior to the effective date of the Grant award.

(2) Preaward costs as incurred by the Grantee must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles.

(3) Any preaward costs are made at the Grantee's risk. The incurring of preaward costs by the Grantee does not impose any obligation on the Office of the Chief of Naval Research in the absence of appropriations, if an award is not subsequently made, or if an award is made for a lesser amount than the Grantee expected.

### c. Unobligated Balances

In the absence of any specific notice to the contrary, Grantees are authorized to carry forward unexpended balances to subsequent funding periods.

## 7. Principal Investigator

Support for the project may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this Grant. If the approved PI (1) severs his or her connection with the Grantee or (2) otherwise relinquishes active direction of the project, either permanently or

for a significant length of time (three months or more) then the Grantee must either:

- (a) appoint a replacement PI with the approval of the Scientific Officer, or
- (b) relinquish the Grant in which case the Grant shall be terminated for convenience in accordance with Attachment L of OMB's Circular A-110.

#### 8. Restrictions on Printing

Unless otherwise authorized in writing by the Grants Officer, reports, data, or other written material produced using funds provided by this Grant and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this Grant, or incidental printing such as forms or materials necessary to be used by the Grantee to respond to the terms of the Grant. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph.

#### 9. Publications

Publications of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication will be submitted to the Scientific Officer simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the Scientific Officer.

#### 10. Acknowledgement of Sponsorship

(a) The Grantee agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the Department of the Navy, Office of the Chief of Naval Research, and that the content of the information does not necessarily reflect the position or the policy of the Government, and no official endorsement should be inferred.

(b) For the purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

(c) Nothing in the foregoing shall affect compliance with the requirements of the clause entitled "Security".

#### 11. Grantee-Acquired Property

Title to all nonexpendable and expendable tangible personal property purchased by the Grantee with grant funds shall be deemed to have vested in the Grantee upon purchase, unless stated otherwise in this Grant schedule.

#### 12. Patent Rights

Patent rights are as specified in 48 CFR 227 and 252, as amended, and 37 CFR 401.14 of July 1, 1987, which titles and sections are incorporated herein by reference.

Invention disclosures are to be submitted to the Administrative Grants Officer who will forward them directly to the Counsel for Patent Matters, (Code 00CC1), Office of the Chief of Naval Research, Department of the Navy, Arlington, Virginia 22217-5000. The Counsel for Patent Matters will represent the Administrative Grants Officer with regard to invention reporting matters arising under this Grant.

#### 13. Rights in Technical Data and Computer Software

Rights in Technical Data and Computer Software are as specified in 48 CFR 227 and 252, as amended, incorporated in this Grant by reference.

#### 14. Human Subjects

Grant funds may NOT be used for research that uses uninformed or non-voluntary humans as experimental subjects. The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Grant. The Grantee agrees to comply, as appropriate, with the following directive and regulations which are incorporated in the Grant by reference:

a) DoD Directive 3216.2, "Protection of Human Subjects in DoD Supported Research", 7 January 1983;

b) DHHS Regulations, "Protection of Human Subjects" (45 Code of Federal Regulations, Part 46) of 26 January 1981, as amended; and,

c) FDA Regulations (21 Code of Federal Regulations, subchapter A, D, and H).

#### 15. Animal Welfare

Any Grantee performing research on warm blooded vertebrate animals shall comply with the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131 et seq.), and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A, Parts 1 through 4) pertaining to the care, handling, and treatment of vertebrate animals held or used for research, teaching, or other activities supported by Federal awards. In addition, the Grantee shall comply with the provisions of DoD Directive 3216.1 as implemented



by SECNAVINST 3900.38B, "The Use of Animals in DoD Programs", 1 June 1984. The Grantee shall specifically address paragraph 10 of SECNAVINST 3900.38B in reference to written assurance statements and clause 52.235-7003 of the DoD-Federal Acquisition Regulations Supplement. The Grantee is also expected to ensure that the guidelines described in DHHS Publication No. (NIH) 85-23, "Guide for the Care and Use of Laboratory Animals," are followed and to comply with the U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training" (included as an Appendix to the NIH Guide).

#### 16. Research Involving Recombinant DNA Molecules

Any Grantee performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules", Nov 1984 (49 FR 46266-46291), or such later revision of those guidelines as may be published in the Federal Register.

#### 17. Foreign Travel Approval

Foreign travel requires liaison with the Scientific Officer for advance approval. Grantee is cautioned that such advance approval could require 90 days in certain situations.

#### 18. Activities Abroad

The Grantee shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activity (ies) is (are) to be conducted.

#### 19. Civil Rights Act

Grantees shall comply with the provisions of the Civil Rights Act of 1964, as amended, and implementing regulations, and the Assurance of Compliance which the Grantee must have on file prior to award of a Grant. Said Act, as amended, and regulations are incorporated in this Grant by reference.

#### 20. Clean Air and Water

If the amount of the Grant exceeds \$100,000, the Grantee shall comply with the Clean Air Act (42 U.S.C. 1857), as amended; the Water Pollution Control Act (33 U.S.C. 1251), as amended; Executive Order No. 11738; and the related regulations of the Environmental Protection Agency (40 CFR, Part 15). Said regulations, Executive Order, and Acts are incorporated in this Grant by reference.

21. U. S Flag Carriers

The Grantee shall comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974; the Comptroller General's Guidelines for Implementation of said Act, March 12, 1976; and Comptroller General's Decision B-138942, clarifying the guidelines. Such Act and guidelines are incorporated into this Grant by reference.

22. Security

The Grantee shall not be granted access to classified information under this Grant. If security restrictions should happen to apply to certain aspects of the proposed research, the Grantee will be so informed. In the event that the scientific work under this Grant may need classification, or involve access to or storage of any classified data, the Government shall make a decision on the need to classify, or require such access or storage within 30 days after receipt of a written notice from the Grantee. If the decision is affirmative, the Government shall invoke the clause in OMB Circular A-110, Attachment L, paragraph 4.b. entitled, "Termination for Convenience".

23. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it. However, this clause does not apply to this Grant to the extent that this Grant is made with a corporation for the corporation's general benefit.

24. Subawards and Contracts/Subcontracts

The applicable Federal cost principles for subawards and contracts/subcontracts under this Grant shall be those otherwise applicable to the type of organization receiving the subaward, contract or subcontract. In addition to OMB Circular A-21, the other applicable cost principles are:

(a) OMB Circular A-122 applicable to other nonprofit organizations, except those specifically exempted by the circular.

(b) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR 31.2) applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.

(c) OMB Circular A-87 (34 CFR 255) for state and local governments.

(d) 45 CFR 74, Appendix E, for hospitals.